

Control Number: 49650



Item Number: 1

Addendum StartPage: 0

# 49650

# CENTURYLINK OF LOUISIANA, LLC June 18, 2019

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# <u>Informational Notice – Non-Basic Service – Extension of</u> <u>Promotional Offers for Residential Customers</u>

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June 18, 2019

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

Re: Informational Notice – Non-Basic Service – Extension of Promotional Offers for Residential Customers

Enclosed are an original and five copies of an Informational Notice from CenturyLink of Louisiana, LLC.

This filing extends promotions for residential customers approved under Control No. 49038.

If you have any questions, please call me.

Sincerely,

Ashley Douglas

ashley Dougles

cc: Public Counsel, Office of Public Utility Counsel

TX 19-10(CL LA)

### INFORMATIONAL NOTICE

#### **GENERAL PROVISIONS**

- a. Name of Company: CenturyLink of Louisiana, LLC
- b. PURA Chapter under which Company operates: PURA, Chapter 58.
- c. Date of submission: June 20, 2019.
- d. Effective date: July 1, 2019.
- e. New and/or revised tariff pages: See Attachment A.
- f. Proposed implementation date: July 1, 2019.
- g. Affidavit of Notice: See Attachment B for certification of distribution.
- h. *Type of filing*: This is an Informational Notice to extend two residential promotional offerings pursuant to PURA 58.152.
- i. Relevant LRIC study(ies) or LRIC study reference: The prices in this informational notice comply with PURA 58.152(a) (1).
- j. Is the sum of the TELRIC-based wholesale prices of components needed for provision of the retail service at or below the retail price set forth in this filing: Not applicable.
- k. Is the service available for resale by a competitor: Yes, the promotions are available for resale by a competitor, who may call their CenturyLink of Louisiana, LLC account representative to begin reselling these services.
- 1. For package offerings that combine regulated products or services with unregulated products or services and/or with the products or services of an electing company's affiliate, an affidavit indicating that the price of the package, in addition to the requirements of §26.226 (d)(1) of this title (relating to Requirements Applicable to Pricing Flexibility for Chapter 58 Electing Companies), also recovers the cost to the electing company of acquiring and providing the unregulated products or services of the affiliate's products or services. The affidavit shall also indicate that the cost to the electing company of acquiring and providing an affiliate's products or services is greater than or equal to the cost to the affiliate of acquiring and/or providing the products or services. The cost to an electing company of acquiring or providing the affiliate's products or services shall be valued in a manner consistent with FCC requirements and with §26.226(d)(5) of this title. For a joint marketing effort that includes regulated products or services and the products or services of an affiliate, an affidavit shall be provided by each affected affiliate attesting that the affiliate's costs are recovered in a manner consistent with §26.226(d)(5) of this title and FCC requirements, if any: Not applicable.

### INFORMATIONAL NOTICE

#### **GENERAL PROVISIONS (Continued)**

m. **Description of offering's terms and conditions:** CenturyLink of Louisiana, LLC proposes to extend promotions for residential customers. Listed as follows are the details associated with these promotions:

Promotion 1 (\$5 for Six Months Promotion) - originally approved under Docket No. 47877

During the period January 1, 2018 through December 31, 2019, existing residence customers may be eligible for a \$5 bill credit for six months when they contact the Company to disconnect access line service and agree to retain service with the Company. To be eligible, a customer's account must have and maintain a B, C, or D Credit Class rating with the Company and the customer must agree to retain flat rated one-party access line service with the Company. The initial bill credit will be reflected on the customer's first or second invoice following the customer's acceptance of this offer and will

continue for five consecutive months thereafter. If a customer discontinues service being promoted prior to the end of the six month period, no additional credits will be applied. In no event will the application of this discount be used in conjunction with any other credits to take the customer's billed amount below zero.

Promotion 2 (Waiver of Access Line Service Charge - originally approved under Docket No. 47877 From January 1, 2018 through December 31, 2019, when new residence customers who are contacted by the Company or who contact the Company and request this promotion establish a new account that includes an access line, the Company will waive the service charges that are otherwise applicable (excluding inside wire, construction, or CPE installation) when the customer agrees to retain service for 12 months. This waiver will only apply to the primary access line. The benefits awarded under this promotion will not be rescinded if the customer disconnects the qualifying service prior to the 12-month commitment period.

n. **Privacy concerns statement:** CenturyLink of Louisiana, LLC end user customers will not experience a change in outflow of information as a result of this service offering. Therefore, there are no new privacy considerations arising from this current application.

## **Attachment A**

## CENTURYLINK OF LOUISIANA, LLC

### TARIFF CHECK SHEET

TARIFF	SECTION	REVISION	SHEET
General Exchange Tariff	13	2nd	No. 4

#### CenturyLink of Louisiana, LLC General Exchange Tariff Texas

ISSUED: 06-20-2019 EFFECTIVE: 07-01-2019 Section 13 2nd Revised Page 4 Cancels 1st Revised Page 4

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#### **PROMOTIONS**

During the period of January 1, 2018 through **December 31, 2019**, existing residence customers may be eligible for a \$5 bill credit for six months when they contact the Company to disconnect access line service and agree to retain service with the Company. To be eligible, a customer's account must have and maintain a B, C or D Credit Class rating with the Company and the customer must agree to retain flat rated one-party access line service with the Company.

The initial bill credit will be reflected on the customer's first or second invoice following the customer's acceptance of this offer and will continue for five consecutive months thereafter. If a customer discontinues service being promoted prior to the end of the six month period, no additional credits will be applied.

In no event will the application of this discount be used in conjunction with any other credits to take the customer's billed amount below zero. (16-PC01)

During the period of January 1, 2018 through **December 31, 2019**, when new residence customers who are contacted by the Company or who contact the Company and request this promotion establish a new account that includes an access line, the Company will waive the service charges that are otherwise applicable (excluding inside wire, construction, or CPE installation) when the customer agrees to retain service for 12 months. This waiver will only apply to the primary access line. The benefits awarded under this promotion will not be rescinded if the customer disconnects the qualifying service prior to the 12-month commitment period. (16-PC02)

### **Attachment B**

### CENTURYLINK OF LOUISIANA, LLC

## Affidavit of Ashley Douglas

I, Ashley Douglas, Tariff Analyst for CenturyLink of Louisiana, LLC (the Company), certify that notification has been prepared and sent to the commission (Public Utility Commission of Texas), to the office (Office of Public Utility Counsel) and to CLECs registered with the Public Utility Commission of Texas and doing business in the Company's certificated areas. This notification was provided via electronic distribution, United States Parcel Service or U.S. Mail as required.

I, Ashley Douglas, have personal knowledge of the facts herein and certify that they are true and correct to the best of my knowledge.

Ashley Douglas
Tariff Analyst

*⊵-17-19* Date

Subscribed and sworn to before me this \_\_\_\_\_\_day of

June, 2019

Notary Public State of Louisiana

My Appointment Expires: On why Clerty

### **Attachment C**

TARIFF CONTROL NO.		
INFORMATIONAL NOTICE FOR CENTURYLINK OF LOUISIANA, LLC – Extension of Promotional Offers for Residential Customers	§	PUBLIC UTILITY COMMISSION OF TEXAS

### **PROTECTIVE AGREEMENT**

the Office of Regula	atory Affairs (hereinafter re	en CenturyLink of Louisiana, LLC (the Company) and referred to as "the PUC Staff") of the Public Utility ility Counsel (hereinafter referred to as "OPC") on this
the day of	, 2019.	
	Pursuant to PURA, §14.20 oncerning its filing in Tariff (	04, the PUC Staff or OPC has requested information Control No
	it involves proprietary con	he information requested by the PUC Staff or OPC fidential information, which information the Compan

WHEREAS, the PUC Staff or OPC agrees to preserve the confidentiality of the information produced by the Company, and agrees to only use such information produced by the Company in this proceeding.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

- 1. The Company will designate documents which it claims contain the Company proprietary, confidential, information by placing or affixing on each such page (in a manner which will not interfere with legibility) the word "CONFIDENTIAL."
- 2. All information claimed to be confidential and so designated by the Company shall be treated by the PUC Staff of OPC as constituting confidential information and shall not be used for any purpose except conducting a review of this information notice. Further, the information shall not be disclosed to any person other than members of the PUC Staff or OPC who are involved with the review of this informational notice. Persons authorized to have access to this information designated as confidential shall use their best efforts to keep it secure and in accordance with the purpose and intent of this Agreement. To this end, persons having custody of any information designated as confidential shall keep the documents under lock, or otherwise properly secured during all times when the documents are not being reviewed by a person authorized to do so.
- 3. The PUC Staff or OPC agrees that during the course of the review of the Company's informational notice, they will disclose the designated confidential information to no one else except pursuant to a proper request under the Texas Open Records Act, and then only after the determination by the Texas Attorney General that disclosure is required. The PUC Staff or OPC shall promptly notify the Company of any Texas Open Records Act requests received.

- 4. In any subsequent contested proceeding related to this informational notice, the PUC Staff or OPC will disclose information designated as confidential to no one except pursuant to a protective order, which affords the protected information the appropriate degree of protection accorded by law, entered in such proceeding.
- 5. The PUC Staff or OPC expressly reserves the right to contest the confidential designations made by the Company. However, the PUC Staff or OPC will abide by the terms of this Agreement even as to designations which they challenge until a final determination by an Administrative Law Judge or other involved tribunal that certain information designated as confidential is not entitled to protection. The Company and the PUC Staff or OPC agree that this Protective Agreement may be amended in writing by subsequent agreement of the parties.
- 6. Upon completion of this review of the Company's informational notice and any subsequent contested proceeding related thereto and related appeals, all information designated as confidential provided to the PUC Staff or OPC pursuant to this Agreement, including any copies made or notes taken with regard thereto, shall be destroyed or, upon request, be returned to the Company.
- 7. This Protective Agreement shall remain valid and will also cover future requests for information by the PUC Staff or OPC related to this informational notice, as described in this Agreement, and thus no additional protective agreements need be executed.